

# EXHIBIT I

**Matt Caine**

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**From:** Matt Caine [mcaine@cbwllc.com]  
**Sent:** Thursday, July 15, 2004 12:09 PM  
**To:** 'GF47@aol.com'; 'BARRY8900@aol.com'; 'Stephen Gordon'  
**Cc:** 'Edward R. Casas'; 'Matt Caine'; 'Chris Meyers'; 'mryan@cbwllc.com'  
**Subject:** The Pointe Group - request

Gerry,

Per your request, we have submitted your modified fee proposal to the firm's Engagement Committee. In the spirit of cooperation, the firm's Engagement Committee has authorized me to accept a lump sum transaction fee of \$1,000,000, along with the reimbursement of our actual out-of-pocket expenses incurred (i.e including expenses incurred related to travel to and from the meeting on Tuesday, July 13, 2004 ), all payable in cash at closing. If this modification is not acceptable to the TPG Shareholders, then the terms as contained in our executed agreement dated September 4, 2003 shall remain in full force and effect. To the extent that you wish to accept these modified terms, please send me a confirming e-mail so that an amendment to our existing agreement may be prepared by our counsel. Of course, no modification to our existing agreement will become effective until a binding written amendment has been executed by all of the parties thereto.

I hope the TPG shareholders will acknowledge the highly unusual nature of the \$50,000 fee concession that our firm has authorized.

Regards,  
Matt

10/2/2004